

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DX	PAGE 1	OF 27	PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. N00174-04-R-0032		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 04 May 2004				
6. REQUISITION/PURCHASE NO.										
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: KAREN TINDLEY 1142J TINDLEYKA@IH.NAVY.MIL INDIAN HEAD MD 20640-5035				CODE N00174		8. ADDRESS OFFER TO (If other than Item 7) See Item 7				
				TEL: 301/744-6385 FAX: 301/744-6547		TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Supply Dept., Bldg 1558</u> until <u>03:00 PM</u> local time <u>04 Jun 2004</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME KAREN TINDLEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6385		C. E-MAIL ADDRESS tindleyka@ih.navy.mil				
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION			
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OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$	\$

Manufacturing and Testing Solid Propellant Test Grains in accordance with Statement of Work

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	LO	NSP	NSP

DATA IN ACCORDANCE WITH DD 1423

NSP= Not Separately Priced

Section C - Descriptions and Specifications

STATEMENT OF WORK

Statement of Work
For
Manufacturing Solid Propellant Test Grains and
Determining the Burning Rates and Physical Properties of the Propellant

1.0 SCOPE

This Statement of Work sets forth the requirements for manufacturing solid propellant test grains from preproduction lot and/or production lot samples of ABL-917 casting powder (provided as Government Furnished Material) and for determining the burning rates and physical properties of the propellant. The contractor shall manufacture the solid propellant test grains using casting solvent with the following composition: 75.00 +/- 0.20 weight percent nitroglycerin, 1.00 +/- 0.10 weight percent 2-nitrodiphenylamine and 24.00 weight percent triacetin (glyceryl triacetate). The contractor shall cure the cast propellant grains and machine the burning rate and physical property test specimens. Lastly, the contractor shall perform the burning rate and physical property tests on the specimens and submit a test/inspection report containing the results to the Government.

2.0 APPLICABLE DOCUMENTS

SPECIFICATIONS

MILITARY

MIL-P-22504B(OS)	Powder, Casting, Propellant
MIL-N-246	Nitroglycerin
MIL-T-301	Triacetin (Glyceryl Triacetate)
MIL-N-3399	2-Nitrodiphenylamine

PUBLICATIONS

NAVAL SEA SYSTEMS COMMAND

OD 17118	Preparation of Casting Solvent for Solid Propellant
OD 19554	Determination of Burning Rate Versus Pressure from Propellant Test Slabs
OD 19555	Manufacture of Solid Propellant Test Grain
OD 24654	Evaluation Grain, 4.5-Inch Solid
OD 27923	Nitroglycerin Determination Specific Gravity Method

CHEMICAL PROPULSION INFORMATION AGENCY

CPIA/PP8, March 1956	Method of Determining the Tensile Properties of Solid Rocket
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Part I, Nitrocellulose Propellants
Base Propellants

3.0 REQUIREMENTS

3.1 General

- 3.1.1 Casting Solvent. The contractor shall prepare casting solvent with the following composition: 75.00 +/- 0.20 weight percent nitroglycerin, 1.00 +/- 0.10 weight percent 2-nitrodiphenylamine and 24.00 weight percent triacetin (glyceryl triacetate) as specified in OD 17118. The contractor shall determine the percentage of nitroglycerin in the casting solvent in accordance with OD 27923.
- 3.1.2 Solid Propellant Test Grain. The contractor shall cast 6.3-inch diameter by 60-inch long solid propellant test grains instead of 4.5-inch diameter by 36-inch long grains as required by OD 24654. The contractor shall be permitted to use equivalent procedures or equipment other than those specified in OD 24654 and OD 19555 as long as those procedures or equipment produce a satisfactory product.
- 3.1.3 Burning Rate Determination. The contractor shall machine strands (1/4" X 1/4" X 6" long) instead of slabs (6.000" X 2.700" X 1.1") as required by OD 19554. The contractor shall burn the stands in a strand burner instead of burning slabs in a slab motor assembly as required by OD 19554. The contractor shall burn five (5) strands at each of the following conditions to determine the burning rates of the propellant.
- | | |
|--------------------|-----------------------------------|
| Temperatures | Pressures, psia |
| -10°F, 70°F, 130°F | 500, 1000, 1500, 2000, 2500, 3000 |
- 3.1.4 Physical Property Determination. The contractor shall machine standard test specimens with a 2.7" effective gage length. The contractor shall test the specimens not later than 72 hours after final machining. The contractor shall determine the tensile strength and percent elongation of the propellant at a temperature of 77 +/- 3 F° and at a strain rate of 0.1 inch per minute per inch in accordance with CPIA/PP8, Part I for nitrocellulose based propellants.

4.0 DELIVERABLE PRODUCT

- 4.1 The contractor shall submit a test/inspection report (4 copies) in accordance with Data Item Description DI-NDTI-80809B.

5.0 SCHEDULE

- 5.1 Testing shall be completed NLT 60 days after receipt of GFM.
- 5.2 Test/Inspection Report (4 copies) shall be submitted NLT 90 days after receipt of GFM.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) Attachment A, attached hereto.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-2-0006 - GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

Section F - Deliveries or Performance

DELIVERY SCHEDULE

CLIN 0001

1 LOT DUE 60 DAYS AFTER RECEIPT OF GOVERNMENT FURNISHED MATERIAL

CLIN 0002

1 LOT DUE 90 DAYS AFTER RECEIPT OF GOVERNMENT FURNISHED MATERIAL

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of 90 days beginning with the effective date of this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☒ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

**MAIL INVOICES: NAVSEA INDIAN HEAD DIVISION
COMPTROLLER DEPARTMENT, CODE 021
ACCOUNTING AND FINANCE DIVISION, BUILDING 1601
101 STRAUSS AVENUE
INDIAN HEAD, MD 20640-5035**

NOTE: It is extremely important that your invoice be mailed to the address cite above. **FAILURE TO DO SO WILL RESULT IN A DELAY OF YOUR PAYMENT.** Informational copies of the invoice may be mailed to the contract administrator and/or the technical point of contact; however, the official invoice must be mailed to the Indian Head Comptroller Department.

HQ G-2-0003 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)**(a) Electronic Funds Transfer (EFT) Payment Requirements**

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:	Joyce Weaver
Phone Number:	(301)744-6575
Payments/Invoicing:	Geneve Wesley
Phone Number:	(301)744-4840
Technical Representative:	John Luense
Phone Number:	(301)744-2454

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patsy Kragh at (301) 744-6669 .

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without

specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January (Tuesday)*
Martin Luther King's Birthday	21 January (Monday)*
President's Day	18 February (Monday)*
Memorial Day	28 May (Monday)*
Independence Day	4 July (Wednesday)*
Labor Day	3 September (Monday)*
Columbus Day	15 October (Monday)*
Veteran's Day	12 November (Monday)*
Thanksgiving Day	22 November (Thursday)*
Christmas Day	25 December (Tuesday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

IHD 84 - ACCIDENT REPORTING (NAVSEA/IHD) FEB 2000

(a) In accordance with DFARS 252.223-7002 (d) the Contractor shall immediately notify the Contracting Officer, Indian Head Division, Naval Sea Systems Command, Indian Head, MD 20640-5035 following an accident or incident. Also, a written report shall be forwarded within 10 days of the accident or incident containing, at a minimum, the following:

- (1) Location, date and local time of the occurrence;
- (2) Category of accident (fire, explosion, natural disaster, etc.);
- (3) Identification of equipment, material and type of activity involved;
4. Contract number;
- (5) Procuring activity (name of PCO and ACO);
- (6) Narrative of occurrence, including cause(s), if known;
- (7) Personnel involved and degree of injury, if any. Specify whether Contractor and/or Government personnel;
- (8) Assessment of damage. Estimate in dollars for contractor and/or government owned material, property, equipment;
- (9) Was a news release made? If so, by whom? If not, will a news release be made?

- (10) Was a request made for any assistance?
- (11) Will there be any effect on production? If so, explain in detail.
- (12) Corrective action taken, if any.
- (13) Name and title of person submitting this report.

(b) The DCAS ACO shall immediately notify the Procurement Contracting Officer (PCO) following an accident or incident and then forward weekly written reports until the accident or incident no longer affects production and/or when contract deliveries are on schedule.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

IHD 114 - CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVSEA/IHD) FEB 2000

(a) The COR for this contract is:

Name: John Luense **Email Address:** Luensejr@ih.navy.mil
Code: 2330F **Telephone No.:** 301-744-2454

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(d) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

IHD 126 - GOVERNMENT-FURNISHED PROPERTY (FEB 2000) (NAVSEA/IHD)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

ITEM	QUANTITY
DELIVERY	
ABL-917 CASTING POWDER	150 POUNDS
AWARD OF CONTRACT	90 DAYS AFTER

5. The property will be delivered at the Governments expense at or near

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer

needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I	JUL 1985
52.223-6	Drug-Free Workplace	MAY 2001
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.229-4	Federal, State, And Local Taxes (State and Local Adjustmentst)	APR 2003
52.232-1	Payments	APR 1984

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2003
Alt A	Alternate A	
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

DD FORM 1423

WAGE DETERMINATION 94-2573 REV (21)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a

signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541380.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ___DX rated order; **X** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**NAVSEA INDIAN HEAD DIVISION
ATTENTION: PATSY KRAGH, CODE 1142P
101 STRAUSS AVENUE
INDIAN HEAD, MD 20640-5035**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov

(End of provision

CONTRACT DATA REQUIREMENTS LIST

Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

CONTRACT LINE ITEM NO.		B. EXHIBIT A. A		C. CATEGORY: TDP TM OTHER X																																																													
D. SYSTEM/ITEM SOLID PROPELLANT TEST GRAINS		E. CONTRACT/PR NO.		F. CONTRACTOR ATK TACTICAL SYSTEMS																																																													
1. DATA ITEM NO. AOO1	2. TITLE OF DATA ITEM TEST/INSPECTION REPORT			3. SUBTITLE BURNING RATE AND PHYSICAL PROPERTIES TEST RESULTS FOR SOLID PROPELLANT TEST GRAINS																																																													
4. AUTHORITY (Data Acquisition Document No.) DI-NDTI-80809B (ADVISORY)		5. CONTRACT REFERENCE PARAGRAPH 4.1		6. REQUIRING OFFICE IHDI/NSWC CODE 2330F																																																													
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED NA	10. FREQUENCY ONE TIME	12. DATE OF FIRST SUBMISSION 90 DAYS AFTER RECEIPT OF GFM	14. DISTRIBUTION b. COPIES																																																													
8. APP CODE NA		11. AS OF DATE NA	13. DATE SUBSEQUENT SUBMISS NA	a. ADDRESSEE See Blk. 16																																																													
16. REMARKS BLK 4: CONTRACTOR'S FORMAT IS ACCEPTABLE. BLK 14: COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER 101 STRAUSS AVENUE INDIAN HEAD, MARYLAND 20640-5035				12. <table border="1"> <tr> <td>IHDI/NSWC</td> <td></td> <td></td> <td></td> </tr> <tr> <td>CODE 2330F</td> <td></td> <td>1</td> <td>4</td> </tr> <tr> <td>PM1B(LT ONLY)</td> <td></td> <td></td> <td></td> </tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>		IHDI/NSWC				CODE 2330F		1	4	PM1B(LT ONLY)																																																			
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G. PREPARED BY <i>John R. Luense</i>	H. DATE 1/27/04	I. APPROVED BY <i>M. Elaine Turkhouse</i>	J. DATE 2004-02-20
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17. Price Group
18. Estimated Total Price

Previous editions are obsolete. 1161/183

Attachment (F)

DATA ITEM DESCRIPTION

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. TITLE

TEST/INSPECTION REPORT

2. IDENTIFICATION NUMBER

DI-NDTI-80809B

3. DESCRIPTION/PURPOSE

3.1 The test/inspection report is used to document test/inspection results, findings, and analyses that will enable the government or contracting agency to evaluate compliance with system requirements, performance objectives, specifications, and test/inspection plans.

4. APPROVAL DATE (YYMMDD)

970124

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

F/AFMC-DOP

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

7. APPLICATION/INTERRELATIONSHIP

7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID is applicable to engineering (developmental), preliminary qualification, qualification, and acceptance testing.

7.3 This DID supersedes DI-NDTI-80809A and DI-MISC-80653.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

F7231

10. PREPARATION INSTRUCTIONS

10.1 Format. Contractor format is acceptable. Organize the information required by paragraph 10.2 and its subparagraphs in a manner that facilitates presentation and understanding

10.2 Content. The test/inspection report shall contain the following information, as applicable.

10.2.1 Cover and title page. The following information shall appear on the outside front cover and title page:

- Report date.
- Report number (contractor or government)
- Contractor's name, address, and commercial and government entity code.
- Contract number and contract line item number or sequence number (if applicable).
- Type of test/inspection (for example, first article acceptance test, quality conformance inspection, developmental test, qualification test, environmental test).
- Identification of item tested/inspected.
- Date or period of test/inspection.
- Name and address of requiring government activity.
- Security classification, downgrading and declassifying information, if applicable.

(Continued on page 2)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

DI-NDTI-80809B

Block 10, Preparation Instructions (continued)

10.2.2 Table of contents. The table of contents shall identify the following:

- a. The title and starting page of each major section, paragraph, and appendix of the report.
- b. The page, identifying number, and title of each illustration (for example; figure, table, photograph, chart, and drawing).

10.2.3 Introduction. The introduction shall include the following information:

10.2.3.1 Test/inspection objective(s). The specific test/inspection objective(s) as specified in the contract tasking document.

10.2.3.2 Item(s) tested/inspected. Complete identification of the item(s) tested/inspected including the following:

- a. Nomenclature.
- b. National stock number.
- c. Model number, part number, and serial number
- d. Type of item (for example, prototype, production item, laboratory model).
- e. Serial or lot number.
- f. Applicable engineering changes.
- g. Production item specification, if applicable.
- h. Date of manufacture.

10.2.3.3 Test/inspection requirements. Complete identification of the test/inspection requirements correlated to contractual requirements including the following:

- a. Required test/inspection parameters.
- b. Performance requirements, acceptance or compliance limits, and environmental criteria.

10.2.4 Summary. Complete test/inspection report summary including the following:

- a. A brief discussion of the significant test/inspection results, observations, conclusions, and recommendations covered in greater detail elsewhere in the report.
- b. Proposed corrective actions and schedules for failures or problems encountered.
- c. Identification of deviations, departures, or limitations encountered, referenced to the contract requirements.
- d. Tables, graphs, illustrations, or charts as appropriate to simplify the summary data.

10.2.5 Reference documents. Complete identification of all documents referenced in the test/inspection report including the following, as applicable:

- a. Prior test/inspection reports on the same item.
- b. Test/inspection plans and procedure documents.
- c. Prior certifications of compliance.
- d. Contractor's file designation where test/inspection records are maintained.
- e. Input parameters used.

The applicable issue of the documents cited therein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.

DI-NDTI-80809B

10.2.6 Body of report. The body of the test/inspection report shall be as follows:

10.2.6.1 Test equipment identification. Complete identification of each item of test equipment used in the test/inspection including the following:

- a. Nomenclature.
- b. Model number.
- c. Serial number.
- d. Manufacturer.
- e. Calibration status.
- f. Accuracy data.
- g. Comments, if applicable.

10.2.6.2 Test/inspection facility installation and set-up. Complete description of the physical set-up used in conducting the test/inspection to include the following:

- a. Location or orientation of the item.
- b. Location, orientation, or settings of test equipment and instrumentation.
- c. Location, orientation, or settings of sensors and probes.
- d. Location or orientation of interconnections, cables, and hoop-ups.
- e. Electrical power, pneumatic, fluidic, and hydraulic requirements.

Drawings, illustrations, and photographs may be used for clarification.

10.2.6.3 Test/inspection procedures. Complete description of the procedures used in conducting the test/inspection to include the following:

- a. Item selection and inspection that verified suitability for test/inspection.
- b. Summarized sequence of testing/inspection steps, including a description of how the item was operated during the test/inspection, and any control conditions imposed.

10.2.6.4 Test/inspection results and analysis. A copy of all test/inspection results and analysis to include the following:

10.2.6.4.1 Recorded data. The actual recorded data (for example, log book entries, oscillographs, instrument readings, plotter graphs). If the recorded data is extensive, provide it in an appendix.

10.2.6.4.2 Test/inspection results. Identification of all test/inspection results to include the following:

- a. Matrices comparing results achieved against test/inspection objectives or requirements.
- b. A discussion of these matrices as to their significance, and how they compare to any prior test/inspections.
- c. Calculation examples.
- d. Discussion of anomalies, deviations, discrepancies, or failures, including their impact, causes, and proposed corrective actions. The discussion shall address discrepancies between design requirements and the tested/inspected configuration.

10.2.6.5 Conclusions. Test/inspection conclusions distinguished between objective and subjective to include the following:

- a. The effectiveness of the test/inspection procedures in measuring item performance.

DI-NDTI-80809B

- b. The success or failure of the item to meet required test/inspection objectives.
- c. The need for repeat, additional, or alternative tests/inspections.
- d. The need for item redesign or further development.
- e. The need for improved test/inspection procedures, techniques, or facilities.
- f. The adequacy and completeness of the test/inspection requirements.

10.2.6.6 Recommendations. Recommendations appropriate to the test/inspection results and conclusions including the following:

- a. Acceptability of the item tested/inspected (pass or fail).
- b. Additional testing/inspection required.
- c. Redesign required.
- d. Problem resolution.
- e. Test/inspection procedure or facility improvements.
- f. Disposition of items tested/inspected.
- g. Documentation changes required.
- h. Testing/inspection improvements.

10.2.7 Authentication. The following certifications shall be included, as applicable:

10.2.7.1 Authentication of test/inspection results. A statement that the test/inspection was performed in accordance with applicable test/inspection plans and procedures, and that the results are true and accurate. The authentication shall include the signature of the contractor personnel that performed the test(s)/inspection(s), a contractor representative authorized to make such certification, and any government witnesses.

10.2.7.2 Authentication of prior validation. A statement identifying those requirements not tested/inspected or measured that were previously validated. Include identification of the data and method employed for such validation (for example, prior test/inspection, analytical verification, equivalent item, and so on). The authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.7.3 Authentication of acceptability. A statement that the item tested/inspected either passed or failed item acceptability requirements. This authentication shall include the signature of a contractor representative authorized to make such authentication and any government witness.

10.2.8 Appendices. Appendices shall be used to append detailed test/inspection data, drawings, photographs, or other documentation too voluminous to include in the main body of the report. This includes referenced documentation not previously provided by the government, and test/inspection reports from any associated test/inspection activity that may have performed some of the testing/inspecting requirements.

94-2573 WV, STATEWIDE

WAGE DETERMINATION NO: 94-2573 REV (21) AREA: WV, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2574

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross	Division of	Wage Determination No.: 1994-2573
Director	Wage Determinations	Revision No.: 21
		Date Of Revision: 02/19/2004

States: Kentucky, Ohio, West Virginia

Area: Kentucky Counties of Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike
Ohio Counties of Monroe, Morgan, Noble, Washington
West Virginia - All Counties except : Berkeley, Jefferson
Note: West Virginia include all counties except Berkeley and Jefferson counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	8.72
01012 - Accounting Clerk II	11.01
01013 - Accounting Clerk III	18.04
01014 - Accounting Clerk IV	20.19
01030 - Court Reporter	16.96
01050 - Dispatcher, Motor Vehicle	14.02
01060 - Document Preparation Clerk	11.14
01070 - Messenger (Courier)	8.28
01090 - Duplicating Machine Operator	11.19
01110 - Film/Tape Librarian	11.99
01115 - General Clerk I	8.54
01116 - General Clerk II	9.60
01117 - General Clerk III	12.02
01118 - General Clerk IV	13.50
01120 - Housing Referral Assistant	14.85
01131 - Key Entry Operator I	9.11
01132 - Key Entry Operator II	12.18
01191 - Order Clerk I	8.45
01192 - Order Clerk II	10.14
01261 - Personnel Assistant (Employment) I	10.98
01262 - Personnel Assistant (Employment) II	12.32
01263 - Personnel Assistant (Employment) III	15.43
01264 - Personnel Assistant (Employment) IV	17.34
01270 - Production Control Clerk	15.87
01290 - Rental Clerk	11.99
01300 - Scheduler, Maintenance	11.99

01311 - Secretary I	11.99
01312 - Secretary II	13.41
01313 - Secretary III	14.63
01314 - Secretary IV	16.51
01315 - Secretary V	18.29
01320 - Service Order Dispatcher	13.19
01341 - Stenographer I	13.51
01342 - Stenographer II	15.17
01400 - Supply Technician	16.32
01420 - Survey Worker (Interviewer)	13.41
01460 - Switchboard Operator-Receptionist	8.10
01510 - Test Examiner	13.41
01520 - Test Proctor	13.41
01531 - Travel Clerk I	10.15
01532 - Travel Clerk II	11.13
01533 - Travel Clerk III	11.90
01611 - Word Processor I	10.61
01612 - Word Processor II	11.91
01613 - Word Processor III	13.32
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.12
03041 - Computer Operator I	11.35
03042 - Computer Operator II	12.73
03043 - Computer Operator III	14.16
03044 - Computer Operator IV	15.73
03045 - Computer Operator V	17.42
03071 - Computer Programmer I (1)	14.42
03072 - Computer Programmer II (1)	17.85
03073 - Computer Programmer III (1)	21.79
03074 - Computer Programmer IV (1)	26.41
03101 - Computer Systems Analyst I (1)	21.29
03102 - Computer Systems Analyst II (1)	25.74
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.35
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.24
05010 - Automotive Glass Installer	14.02
05040 - Automotive Worker	14.02
05070 - Electrician, Automotive	14.52
05100 - Mobile Equipment Servicer	12.99
05130 - Motor Equipment Metal Mechanic	15.03
05160 - Motor Equipment Metal Worker	14.02
05190 - Motor Vehicle Mechanic	15.03
05220 - Motor Vehicle Mechanic Helper	12.44
05250 - Motor Vehicle Upholstery Worker	13.53
05280 - Motor Vehicle Wrecker	14.02
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	14.02
05370 - Tire Repairer	12.55
05400 - Transmission Repair Specialist	15.04
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.16
07010 - Baker	9.39
07041 - Cook I	8.68
07042 - Cook II	9.39
07070 - Dishwasher	7.16
07130 - Meat Cutter	10.64
07250 - Waiter/Waitress	7.65
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.72

09040 - Furniture Handler	11.58
09070 - Furniture Refinisher	14.72
09100 - Furniture Refinisher Helper	12.62
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	14.72
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.38
11060 - Elevator Operator	7.99
11090 - Gardener	9.19
11121 - House Keeping Aid I	6.74
11122 - House Keeping Aid II	7.25
11150 - Janitor	8.36
11210 - Laborer, Grounds Maintenance	8.10
11240 - Maid or Houseman	6.74
11270 - Pest Controller	10.86
11300 - Refuse Collector	8.70
11330 - Tractor Operator	9.27
11360 - Window Cleaner	8.91
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	10.50
12072 - Licensed Practical Nurse II	11.78
12073 - Licensed Practical Nurse III	13.18
12100 - Medical Assistant	9.77
12130 - Medical Laboratory Technician	12.23
12160 - Medical Record Clerk	10.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.65
12222 - Nursing Assistant II	8.56
12223 - Nursing Assistant III	9.34
12224 - Nursing Assistant IV	10.49
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.90
12311 - Registered Nurse I	15.94
12312 - Registered Nurse II	19.53
12313 - Registered Nurse II, Specialist	19.53
12314 - Registered Nurse III	23.59
12315 - Registered Nurse III, Anesthetist	23.59
12316 - Registered Nurse IV	28.27
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.16
13011 - Exhibits Specialist I	12.91
13012 - Exhibits Specialist II	15.99
13013 - Exhibits Specialist III	19.56
13041 - Illustrator I	12.91
13042 - Illustrator II	15.99
13043 - Illustrator III	19.56
13047 - Librarian	18.29
13050 - Library Technician	13.41
13071 - Photographer I	12.30
13072 - Photographer II	13.71
13073 - Photographer III	16.98
13074 - Photographer IV	20.76
13075 - Photographer V	25.11
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.42
15030 - Counter Attendant	7.42
15040 - Dry Cleaner	9.44
15070 - Finisher, Flatwork, Machine	7.42

15090 - Presser, Hand	7.42
15100 - Presser, Machine, Drycleaning	7.42
15130 - Presser, Machine, Shirts	7.42
15160 - Presser, Machine, Wearing Apparel, Laundry	7.42
15190 - Sewing Machine Operator	10.09
15220 - Tailor	10.73
15250 - Washer, Machine	8.05
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.72
19040 - Tool and Die Maker	15.27
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.50
21020 - Material Coordinator	15.22
21030 - Material Expediter	15.22
21040 - Material Handling Laborer	8.18
21050 - Order Filler	10.71
21071 - Forklift Operator	13.57
21080 - Production Line Worker (Food Processing)	13.43
21100 - Shipping/Receiving Clerk	10.88
21130 - Shipping Packer	10.88
21140 - Store Worker I	10.15
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.15
21210 - Tools and Parts Attendant	13.43
21400 - Warehouse Specialist	13.43
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.72
23040 - Aircraft Mechanic Helper	15.41
23050 - Aircraft Quality Control Inspector	19.25
23060 - Aircraft Servicer	16.74
23070 - Aircraft Worker	17.35
23100 - Appliance Mechanic	14.72
23120 - Bicycle Repairer	12.72
23125 - Cable Splicer	21.21
23130 - Carpenter, Maintenance	14.93
23140 - Carpet Layer	14.21
23160 - Electrician, Maintenance	17.98
23181 - Electronics Technician, Maintenance I	11.56
23182 - Electronics Technician, Maintenance II	19.59
23183 - Electronics Technician, Maintenance III	20.36
23260 - Fabric Worker	14.55
23290 - Fire Alarm System Mechanic	17.53
23310 - Fire Extinguisher Repairer	15.15
23340 - Fuel Distribution System Mechanic	19.03
23370 - General Maintenance Worker	14.21
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.44
23430 - Heavy Equipment Mechanic	17.42
23440 - Heavy Equipment Operator	14.76
23460 - Instrument Mechanic	17.53
23470 - Laborer	7.99
23500 - Locksmith	14.72
23530 - Machinery Maintenance Mechanic	18.42
23550 - Machinist, Maintenance	15.24
23580 - Maintenance Trades Helper	12.62
23640 - Millwright	18.37
23700 - Office Appliance Repairer	16.63
23740 - Painter, Aircraft	14.72
23760 - Painter, Maintenance	14.72
23790 - Pipefitter, Maintenance	18.06
23800 - Plumber, Maintenance	17.44
23820 - Pseudraulic Systems Mechanic	17.53

23850 - Rigger	17.86
23870 - Scale Mechanic	16.34
23890 - Sheet-Metal Worker, Maintenance	17.95
23910 - Small Engine Mechanic	14.20
23930 - Telecommunication Mechanic I	15.24
23931 - Telecommunication Mechanic II	15.77
23950 - Telephone Lineman	16.24
23960 - Welder, Combination, Maintenance	15.24
23965 - Well Driller	17.53
23970 - Woodcraft Worker	17.32
23980 - Woodworker	14.72
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	6.88
24580 - Child Care Center Clerk	8.59
24600 - Chore Aid	6.66
24630 - Homemaker	9.13
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.93
25040 - Sewage Plant Operator	15.32
25070 - Stationary Engineer	18.93
25190 - Ventilation Equipment Tender	13.82
25210 - Water Treatment Plant Operator	14.72
27000 - Protective Service Occupations	
(not set) - Police Officer	16.15
27004 - Alarm Monitor	8.29
27006 - Corrections Officer	12.03
27010 - Court Security Officer	13.78
27040 - Detention Officer	12.92
27070 - Firefighter	14.40
27101 - Guard I	8.08
27102 - Guard II	9.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	14.69
28020 - Hatch Tender	14.64
28030 - Line Handler	14.64
28040 - Stevedore I	13.92
28050 - Stevedore II	15.03
29000 - Technical Occupations	
21150 - Graphic Artist	16.46
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	16.07
29024 - Archeological Technician II	17.96
29025 - Archeological Technician III	22.26
29030 - Cartographic Technician	19.75
29035 - Computer Based Training (CBT) Specialist/ Instructor	18.46
29040 - Civil Engineering Technician	17.60
29061 - Drafter I	11.32
29062 - Drafter II	16.78
29063 - Drafter III	20.47
29064 - Drafter IV	22.26
29081 - Engineering Technician I	14.25
29082 - Engineering Technician II	15.99
29083 - Engineering Technician III	19.55
29084 - Engineering Technician IV	23.78
29085 - Engineering Technician V	29.63
29086 - Engineering Technician VI	35.53
29090 - Environmental Technician	14.30
29100 - Flight Simulator/Instructor (Pilot)	24.08

29160 - Instructor	18.21
29210 - Laboratory Technician	13.89
29240 - Mathematical Technician	21.43
29361 - Paralegal/Legal Assistant I	14.63
29362 - Paralegal/Legal Assistant II	16.51
29363 - Paralegal/Legal Assistant III	20.19
29364 - Paralegal/Legal Assistant IV	24.44
29390 - Photooptics Technician	22.92
29480 - Technical Writer	21.01
29491 - Unexploded Ordnance (UXO) Technician I	18.66
29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	16.12
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.52
29622 - Weather Observer, Upper Air (3)	14.52
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	10.66
31260 - Parking and Lot Attendant	6.91
31290 - Shuttle Bus Driver	10.51
31300 - Taxi Driver	8.48
31361 - Truckdriver, Light Truck	10.44
31362 - Truckdriver, Medium Truck	12.54
31363 - Truckdriver, Heavy Truck	13.70
31364 - Truckdriver, Tractor-Trailer	13.70
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.97
99030 - Cashier	6.80
99041 - Carnival Equipment Operator	8.75
99042 - Carnival Equipment Repairer	9.16
99043 - Carnival Worker	7.16
99050 - Desk Clerk	6.59
99095 - Embalmer	18.25
99300 - Lifeguard	9.80
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	10.26
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.74
99500 - Recreation Specialist	9.13
99510 - Recycling Worker	10.12
99610 - Sales Clerk	8.14
99620 - School Crossing Guard (Crosswalk Attendant)	8.76
99630 - Sport Official	7.11
99658 - Survey Party Chief (Chief of Party)	12.09
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	10.26
99660 - Surveying Aide	7.48
99690 - Swimming Pool Operator	10.60
99720 - Vending Machine Attendant	9.40
99730 - Vending Machine Repairer	10.59
99740 - Vending Machine Repairer Helper	9.40

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the

authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.